

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B5400094

PRINT DATE: 10/31/15

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

FOODPRO CORPORATION
321 EAST 5TH ST PO BOX 698

FREDERICK, MD
(301)663-3171

21705-0698

REFER QUESTIONS TO:

THEA CHIMENTO
(410)767-6056
THEA.CHIMENTO1@MARYLAND.GOV

ITB:

EXPR DATE: 10/31/15
POST DATE: 09/02/14

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

CONTRACT MODIFICATION 1

EXPIRATION DATE HAS BEEN EXTENDED UNTIL OCTOBER 31, 2015 AND 1% EMM FEE HAS BEEN WAIVED FOR THE LENGTH OF THE EXTENSION ONLY.

FINAL RENEWAL OPTION
SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2015

STATEWIDE MULTIPLE AWARD CONTRACT FOR
COOKIES AND CRACKERS

CONTRACT PERIOD: SEPTEMBER 1, 2014 THRU AUGUST 31, 2015 (1) YEAR

THE STATE HAS EXERCISED THE OPTION TO RENEW THIS CONTRAT FOR ONE (1) YEAR WITH THE SAME TERMS, CONDITIONS, AND PRICING.

TO FURNISH THE STATE OF MARYLAND AGENCIES WITH THEIR REQUIREMENTS FOR COOKIES AND CRACKERS AND ESTABLISH AND AWARD MULTIPLE CONTRACTS FOR THE PROCUREMENT.

DURATIONS: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND

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TERMS (cont'd):

QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE.
THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE.

ALL ITEMS ARE TO BE QUOTED F.O.B. DESTINATION AND INCLUDE ALL
SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES.

CONTRACTOR WILL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND
INSIDE DELIVERY CHARGES. DELIVERIES SHALL BE MADE AS REQUIRED BY THE
USING AGENCY, BUT NOT MORE THAN THIRTY (30) DAYS AFTER RECEIPT OF
ORDER. ALL ORDERS WILL BE SHIPPED AND BILLED DIRECT TO EACH USING
AGENCY.

PROCESSING FEE:

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE
OF MARYLAND IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT
SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES
TRANSACTIONED UNDER THE CONTRACT, MINUS ANY RETURN OR CREDITS. THE
PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G.,
AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN
THE CONTRACT'S UNIT PRICES.

THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL
SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309,
BALTIMORE, MD 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END
OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING
ALL CONTRACT SALES.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF
FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE
STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING,
BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY.
SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL
REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO
\$10,000 OR ONE PERCENT (1%) OF THE CONTRACT'S ESTIMATED ANNUAL
VALUE, WHICHEVER IS HIGHER.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL
INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000.00 OR LESS.

THIS QUOTATION IS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR
SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE
SUBMISSION AND THE INSTRUCTIONS PROVIDED HEREIN.

A USAGE REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY MONTH
DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL

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TERMS (cont'd):

BE AT THE VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACR ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN TERMINATION OF THIS CONTRACT. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

USAGE REPORTS SHOULD BE SUBMITTED BY EMAIL TO THE FOLLOWING ADDRESSES:

VANESSA.WILLIAMS@MARYLAND.GOV

AWAWU.SALAKO@MARYLAND.GOV

VENDOR IS TO FURNISH A PRICE LIST FOR ALL ITEMS INCLUDED UNDER THIS CONTACT WITH AN EFFECTIVE DATE.

CONDITIONS:

1. PRICING IS TO BE BASED ON SCHOOL/GOVERNMENT PRICE LISTS SUBMITTED FOR THE SOLICITATION. VENDOR MUST SUBMIT EVIDENCE THAT THE PRICING IS ACCORDING TO THE SCHOOL/GOVERNMENT PRICE LISTS DISCOUNT.
2. QUOTED PRICES ARE TO BE NET 30 DAYS, FOB INSTITUTIONS, ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES. BILLINGS ARE TO BE DIRECT TO EACH USING AGENCY.
3. VENDOR TO SHOW ON PRICE LIST MINIMUM DELIVERY REQUIREMENTS IF ANY.
4. VENDOR TO IDENTIFY ON PRICE LIST ANY PRODUCTS PRODUCED WITH PURE VEGETABLE MARGARINE.
5. VENDOR SHALL IDENTIFY PRODUCTS WHICH ARE CONSIDERED LOW SODIUM, LOW SUGAR AND LOW CHOLESTEROL.
6. THIS CONTRACT DOES NOT OBLIGATE THE AGENCY TO PURCHASE ANY MINIMUM QUANTITY OR DOLLAR VALUE DURING CONTRACT PERIOD.
7. PURCHASES AND QUANTITIES ARE DETERMINED AT INSTITUTION LEVEL TO MEET THEIR INDIVIDUAL REQUIREMENTS AND NO ESTIMATED USAGE IS PART OF THIS CONTRACT.
8. AMPLE NOTICE TO BE GIVEN BY INSTITUTIONS TO ASSURE DELIVERY ON

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TERMS (cont'd):

TIME. TEN (10) DAY MINIMUM.

10. THE FOLLOWING INFORMATION TO BE SHOWN ON EACH PRICE LIST:

ORDERS ARE TO BE FORWARDED TO THE FOLLOWING:

ADDRESS: FOODPRO CORPORATION, BID DEPT. _____
321 EAST 5TH STREET _____
FREDERICK, MD 21705 _____
PHONE NUMBER: 301-663-3171 EXT. 210 _____
ACCOUNTS REPRESENTATIVE: NADINE HENARD _____

0001 39343 EA

VARIOUS COOKIES AND CRACKERS AS CONTAINED ON THE ATTACHED PRICE SHEET.

_____ END OF ITEM LIST _____

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID.
THE AWARD WAS TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDERS
SUBMITTING A PRICE LIST BASED ON DISCOUNTED SCHOOL/GOVERNMENT LISTS.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL
INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE
SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, REYCLABLE,
AND/OR BIODEGRADABLE MATERIALS.

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE